

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Apex Medical Corporation		05/04/2007	CORPORATION: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 North LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2144591	APEX
Registration Number:	2396943	VITASYSTEMS
Registration Number:	1446208	STEP N' REST
Registration Number:	1674129	CAREX
Registration Number:	2666240	CAREX
Registration Number:	2683055	PILL GRIP
Registration Number:	1936367	BED BUDDY
Registration Number:	3146200	CARING FOR YOU
Registration Number:	3121364	ULTRA BUBBLE-LOK
Serial Number:	78851352	BILLASSIST
Serial Number:	78959408	STEP N REST
Serial Number:	78290756	CAREX CARING FOR YOU

CH \$315.00 2144591

900076397

TRADEMARK
REEL: 003538 FRAME: 0431

CORRESPONDENCE DATA

Fax Number: (312)577-4679

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3125778348

Email: rakhee.verma@kattenlaw.com

Correspondent Name: Rakhee Verma c/o KattenMuchinRosenmanLLP

Address Line 1: 525 West Monroe, Ste. 1800

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

332659-61

NAME OF SUBMITTER:

Rakhee Verma

Signature:

/Rakhee Verma/

Date:

05/09/2007

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 4th day of May, 2007, by Apex Medical Corporation, a South Dakota corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Grantee and Lenders, a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

APEX MEDICAL CORPORATION, a South Dakota corporation

By: C. Sedgwick Dienst
Its: C. Sedgwick Dienst, CEO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Its: _____



IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

APEX MEDICAL CORPORATION, a South Dakota corporation

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: 
Its:  President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered
APEX and Design	2,144,591	March 17, 1998
VITASYSTEMS	2,396,943	October 24, 2000
STEP N' REST	1,446,208	July 7, 1987
CAREX	1,674,129	April 2, 1992
CAREX	2,666,240	December 24, 2002
PILL GRIP and Design	2,683,055	February 4, 2003
BED BUDDY	1,936,367	November 21, 1995
CARING FOR YOU	3,146,200	September 19, 2006
ULTRA BUBBLE-LOK	3,121,364	July 25, 2006

U.S. TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Filed
BILL ASSIST	78/851,352	March 31, 2006
STEP N REST	78/959,408	August 24, 2006
CAREX CARING FOR YOU and Design	78/290,756	August 21, 2003

FOREIGN TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Jurisdiction</u>	<u>Registration Number</u>
APEX and Design	Spain	M2720969
CAREX CARING FOR YOU and Design	CTM	3687738
CAREX	CTM	3170859
MEDICHEST	CTM	1415736
APEX and Design	CTM	860379
CAREX*	Canada	TMA 222,558
APEX and Design	Australia	850049

*Owner of record is Acorn Development Companies, Inc.

FOREIGN TRADEMARK APPLICATIONS

<u>Trademark Description</u>	<u>Jurisdiction</u>	<u>Application Number</u>
CAREX CARING FOR YOU and Design	Canada	1207645
CARING FOR YOU	Canada	1207647